

2003
APPLICATION GUIDELINE
BOOKLET

Federal Transit Administration
49 U.S.C.

SECTION 5310
Capital Assistance Program
for
Elderly and Persons with Disabilities

Multimodal Operations Division
Missouri Department of Transportation (MoDOT)
Revised January 2, 2003

SCHEDULE OF EVENTS

January 2003..... Applications distributed /available online
July 1, 2003.....Applications to MoDOT must be postmarked by this date
October 2003.....State application submitted to FTA
December 31, 2003.....Federal action announced
December 2003.....Applicants will be notified of funding decisions by MoDOT
February 2004.....Vehicles ordered
May 2004.....Straight vans delivered
September 2004.....Mini-buses delivered
October 2004.....Modified vans delivered

** Please note that these are estimated dates and are subject to change due to delays in Federal disbursement, problems with the manufacturer or vendor. The Department makes every attempt to keep this schedule, however, there are, at times, situations that we cannot control that may cause delays.

** Also, please note any and all Missouri Department of Transportation address and staff changes and make sure that your letters and notices are up to date.

For information call or write:

Rio Demers
Multimodal Operations, Transit
Missouri Department of Transportation
2217 St. Mary's Blvd
Jefferson City, Missouri 65109
Phone No. (573) 526-5500 Fax No. (573) 526-4709

INTRODUCTION

The Elderly and Persons with Disabilities Program, Section 5310 of Title 49, United States Code (5310) provides capital assistance to meet the transportation needs of elderly and/or persons with disabilities where public transportation services are unavailable, insufficient or inappropriate.

The Missouri Department of Transportation (MoDOT) administers the program and has limited funds to purchase vehicles and/or accessibility equipment (lifts and restraints, no ramps).

Transportation agencies that receive vehicles may be part of a coordinated system open to all elderly and/or persons with disabilities. Ridership may be open to other members of the general public, once the immediate transportation needs as described in the grant recipient's application are satisfied.

ELIGIBLE RECIPIENTS

Nonprofit organizations providing transportation services to the elderly and/or persons with disabilities are eligible for funding. Public entities may also apply if they demonstrate there are no other providers capable of providing the proposed service or that they are best able to coordinate moneys and equipment within the proposed service area.

Nonprofit corporations must include a copy of their **Nonprofit Corporation Certification Number** issued by the Missouri Secretary of State and a copy of their **federal or state tax exempt letter** with their application.

Current, active agencies already having Section 5310 vehicles in service that have not returned Annual Certifications of Use and Vehicle Usage reports from the previous year are not eligible for funding consideration.

FINANCIAL INFORMATION

Local Match - Local match must be in cash from non-federal sources: local fund raising, local, county or state revenues (federal moneys are exempt as match). A letter of confirmation from your funding sources must be included as Attachment H of your application. This program normally pays 80% of the total cost of the approved equipment. You must provide 20% local matching funds.

Operating Moneys - Written confirmation is required (Attachment I) stating that your organization will have the necessary operating monies to do the service proposed. These operating monies may come from federal, state, county or local sources.

DISTRIBUTION OF FUNDS

To ensure all areas of the state have access to the program, funds are initially reserved for the six urbanized areas and the balance of the state based on population from the most recent census. If an urbanized area does not utilize its reserved amount, it will be redistributed throughout the state, with no carry over to the next funding cycle.

APPLICATION EVALUATIONS

Urbanized areas (population 50,000+)

There are six urbanized areas in Missouri; Columbia, Joplin, Kansas City, Springfield, St. Joseph and St. Louis. Each of these areas has an evaluation system approved by MoDOT for making funding recommendations. **Final funding decisions rest with MoDOT.**

The **original** application (with **original** signatures) must be sent to the Missouri Department of Transportation, **postmarked no later than July 1, 2003**. Failure to do so will eliminate your organization from funding even if you were recommended by your local planning organization. The urbanized areas, the contact person and deadlines are listed below.

COLUMBIA	Includes the city of Columbia. Contact is Mr. Mitch Skov, Transportation Planner at (573) 874-7243. Deadline is July 1, 2003. (Receives 1% of total funding)
JOPLIN	Includes the cities of Joplin, Webb City, Duquesne, Overland Park and Saginaw. Contact is Mr. Troy Bolander at (417) 624-0820 ext. 511. Deadline is July 1, 2003. (Receives 1% of total funding)
KANSAS CITY	Includes the counties of Cass, Clay, Jackson, Platte and Ray. Contact is Mr. Stewart Nelson at (816) 421-7704 ext. 244. Deadline is July 1, 2003. (Receives 16% of total funding) Funding recommendations are made by the Special Transportation Advisory Committee (STAC), a sub-committee of the Mid-America Regional Council (MARC) metropolitan planning organization.
SPRINGFIELD	Includes the city of Springfield. Contact is Ms. Teri Whitmore at (417) 864-1093. Deadline is June 1, 2003. (Receives 3% of total funding)
ST. JOSEPH	Includes the city of St. Joseph. Contact is Mr. Andrew Clements at (816) 271-5324. Deadline is April 15, 2003. (Receives 1% of total funding) **Please note that there is supplemental information required for St. Joseph applicants. Contact Mr. Clements for details.
ST. LOUIS	Includes the counties of St. Louis, St. Charles, the City of St. Louis and portions of the counties of Jefferson and Franklin. Contact person is Mr. Wes Ballew at (314) 421-4220. Deadline varies from year to year. Applicants need to contact East-West at 314-421-4220. (Receives 32% of total funding) Funding recommendations are made by the Special Transportation Management Authority (STMA), an advisory committee to the East-West Gateway Coordinating Council Metropolitan Planning Organization.

All other areas of the State - MoDOT evaluates the remaining applications on the following criteria:

NEED - Maximum of 25 Points (based on mileage)

USAGE - Maximum of 25 Points (based on monthly trips)

SERVICES - Maximum of 30 Points (based on type of trips medical, employment, etc.) if you have more than 24% recreation trips you will receive no points in this category.

STAFF DISCRETION - Maximum 10 Points

SERVICE HOURS - Maximum 10 Points (8 hour day)

Each vehicle is evaluated and points assigned for each area above, these are totaled by computer and ranked for funding.

REVIEWS

Applicant organizations that provide or intend to provide service to the elderly should notify the Area Agency on Aging office in the proposed service area. Likewise, agencies providing service to the MR/DD should notify their Regional Council on Developmental Disabilities and the local SB40 Board. If your organization provides service to both types of clients, each agency should be notified. Copies of these letters and the replies must accompany your application.

FINANCIAL HISTORY

Each applicant organization must submit proof of audit for the three most recent fiscal years. This proof should be in the form of **a review letter** from the auditor or CPA, **not a complete audit**. This requirement may be waived by the transit staff for previous grantees. Applications from organizations without a financial history will not be accepted unless financial capability can be demonstrated.

COORDINATION

A public notice allowing 30 days for response must be printed in local newspapers of the proposed service area and a Publisher's Affidavit submitted to MoDOT. Samples are included in the appendix.

Should there be a negative response from an existing operator, the applicant organization should refer to the **Procedures for Responding to Negative Comments from Existing Operators** found in the appendix.

A protest by a non-profit operator against another does not carry veto power for the proposed project, but will be used by the transit staff for informational purposes in evaluating the application.

VEHICLE REPLACEMENT CRITERIA

Records are maintained indicating vehicles that have been replaced in previous grant cycles. Asking for replacement of a "replaced vehicle" will **void the complete application**.

Vehicles throughout the state will be eligible to be considered for replacement when the following minimum mileage or service life standards are met:

Vans (straight & modified)	100,000/or 4 years in revenue service
Mini-buses (van chassis)	100,000/or 4 years in revenue service
School bus type	150,000/or 5 years in revenue service

Each vehicle to be replaced may be inspected by the MoDOT staff.

These minimum standards must be met at the time of application. On a case by case basis MoDOT staff may okay a vehicle for replacement that has a history of excessive repair costs (not caused from neglect or lack of scheduled service). This requires prior written confirmation from MoDOT and a copy of the letter must accompany the application packet. There will be no approvals after the application has been received.

EQUIPMENT PURCHASE AND DELIVERY

Specifications for equipment will be written by the MoDOT transit staff, with input from the recipient organization. Purchasing will be done through a competitive bid process administered by MoDOT or the State of Missouri, Office of Administration, Division of Purchasing. You will be asked to submit your local matching funds when deemed necessary by MoDOT. **No vehicles will be delivered prior to receipt of the local match check.** The local match check should be payable to **Missouri Department of Transportation**.

Agencies not forwarding local match checks when requested by MoDOT **will be dropped from consideration** for vehicles/equipment and funding with active vehicles being awarded to other applicants.

MoDOT will inspect the vehicle(s) before delivery to your agency. MoDOT will be invoiced for payment of the vehicle(s) and will make payment after they have been inspected and accepted by your agency and MoDOT. It is your responsibility to relay any problems you find in your inspection of the vehicle(s) to MoDOT immediately. Please be sure to complete and mail in all needed information to the manufacturer, especially the warranty card.

MoDOT will be first lien holder on all titles.

The Federal Transit Administration through MoDOT owns 80% of the vehicle until the useful life of the vehicle has expired. **Only MoDOT may determine when the useful life has expired.** You must be given **written approval for vehicle disposal**.

The applicant organization is responsible for maintaining the vehicle according to the vehicle manufacturer's specified service schedule. The organization will be financially responsible for any loss of vehicle useful life due to lack of maintenance or misuse. In the case of a vehicle that

is leased by the applicant organization to a transit service provider, the lessee will be held responsible in that lease agreement for abiding to any and all laws, rules and regulations that the lessor has agreed to in the signed contracts and agreements with the Missouri Department of Transportation.

APPENDICES

SAMPLE LETTER PROVIDER

Mr. George Brown
Brown Cab Company
Newcomb, MO 65302

Dear Mr. Brown:

The Senior Citizens of Newcomb, Inc., intend to make application to the Missouri Department of Transportation for a capital assistance grant which will provide 80% federal funding for equipment used in transporting the elderly and/or persons with disabilities. We are applying for funds to purchase two vans to provide door-to-door transportation to the senior citizens and/or persons with disabilities of Quinton County, including Newcomb. We ask for your comments on our proposal, also letting us know if you could provide the service directly.

The Missouri Department of Transportation gives you 30 days to respond to our request. Please send your comments to me with a carbon copy to the Missouri Department of Transportation, P.O. Box 270, Jefferson City, Missouri 65102.

Sincerely,

Alice Weiss, Executive Director
Senior Citizens of Newcomb, Inc.
603 Greene
Newcomb, MO 65302

SAMPLE PUBLIC NOTICE

TO: Public and Private Transportation Providers

The Senior Citizens of Newcomb, Inc., 503 Greene, Newcomb, MO 65302, provides notice that it intends to apply to the Missouri Department of Transportation for a federal equipment grant to serve the transportation needs of the elderly and/or persons with disabilities in Quinton County, including Newcomb. Persons wishing to comment on this proposed service are requested to do so within 30 days by writing our agency and the Missouri Department of Transportation, P.O. Box 270, Jefferson City, MO 65102.

RESPONDING TO NEGATIVE COMMENTS FROM EXISTING OPERATORS

If negative comments are received by public or private transit or paratransit operators on projects requesting funding under Section 5310 program, the applicant must meet with the complainant to determine how their differences may be resolved and how their services may be coordinated and/or consolidated. Means by which this coordination or consolidation of service may take place are:

1. A contract-for-service or fare-subsidy arrangement between the applicant and the existing operator; or
2. A memorandum of understanding or other agreement between the parties stating how the specialized transportation service market will be divided and how their services will be coordinated.

It is the applicant's responsibility to give existing operators an opportunity to provide the needed service.

In case that no agreement can be reached, the applicant must document his efforts to coordinate with the complainant. The applicant must provide documentation to the Missouri Department of Transportation that the service provided or offered to be provided by the complainant is insufficient or inappropriate in terms of type of service, quantity or quality of service, or cost of service. The complainant will then be given an opportunity to respond to the argument presented by the applicant.

The final decision will be made by the Missouri Department of Transportation to whether the proposed 5310 project or part of the proposed project will be considered for funding. The state's decision will be based on:

1. The degree to which the service provided or offered to be provided by the complainant is insufficient or inappropriate to meet the existing need;
2. The degree to which a good-faith effort was made to involve the complainant to the maximum extent feasible in the planning and provision of service.

DEFINITIONS

This section identifies some common terms and definitions as they pertain to the Section 5310 Capital Assistance Program.

MR/DD

Abbreviation for Mental Retardation (or Mentally Retarded) and Developmentally Disabled (Developmental Disabilities)

Elderly Person

An individual who has reached or surpassed 60 years of age

Eligible Applicant

A private nonprofit corporation or public entity that provides or desires to provide transportation services to the elderly and/or persons with disabilities.

Non-urbanized Area or Rural and Small Urban Area

Any area outside an urbanized area, and with a population of less than 50,000

Person with Disabilities

Any individual who, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including any person who uses a wheelchair or has semi-ambulatory capabilities, is unable without special facilities to utilize public transportation facilities and services effectively (see 49 CFR Part 37.123 Paratransit Eligibility).

Private Nonprofit Corporation

An organization which is incorporated under Chapters 352 or 355 of the Missouri Revised Statutes.

Public Entity

Political subdivisions, cities, counties, etc.

SB40 Board

Senate Bill 40 Board. This is a term used to refer to local county boards for children and adults with developmental disabilities. SB40 allows individual counties to implement a tax which is collected and used to help children and adults with developmental disabilities. SB40 boards are not required. It is up to each individual county to determine if it wants to form an SB40 board and, if so, the final tax rate to levy on county residents.

SB40 board funds are a possible resource for children with autism. Many boards fund Family Directed and respite services as well as individual projects within each county. Some boards accept individual grant proposals on a yearly basis to decide how to spend funds, and some provide scholarships to conferences for parents. Each board is different. You will need to contact your local board to determine policy and funding options.

Urbanized Area

An area in the state designated as an urbanized area by the U.S. Bureau of Census within boundaries which shall be fixed by responsible state and local officials in cooperation with each other, and subject to approval by the Secretary of Transportation. There are six urbanized areas in Missouri: St. Louis, Kansas City, Springfield, St. Joseph, Joplin and Columbia.

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2003
APPLICATION
Federal Transit Administration
49 U.S.C.
SECTION 5310
Capital Assistance Program
for
Elderly and Persons with Disabilities

Legal Name of Organization: _____
(as shown on the federal register)

List all other DBA names: _____

Street Address: _____

Mailing Address: _____

City: _____

Zip: _____

County: _____

Congressional District: _____

Senate District: _____ Representative District: _____

Phone: (____) _____

Executive Director: _____

Contact Person: _____

Phone: (____) _____

Fax: (____) _____

E-mail address: _____

Attachment H: REQUIRED

Nonprofit Corporation Number: N000-_____
(issued by the Missouri Secretary of State)

9 Digit Federal Identification Number: _____

Signature of Authorized Official

APPLICATION CHECKLIST

THE FOLLOWING MUST BE SIGNED AND INCLUDED WITH THIS APPLICATION AND LABELED IN THIS ORDER

_____	Attachment A	Vehicle Request Form (one for each vehicle requested). This form may be duplicated if necessary
_____	Attachment B	Description of service area, including city and county.
_____	Attachment C	List and description of all vehicles operated by your agency (including disability equipment)
_____	Attachment D	Letters of approval from the following: Area Agency on Aging/ Regional Council on DD; local (both private for-profit and private not-for-profit) transportation agencies -- i.e. taxi companies etc.
_____	Attachment E	Publishers Affidavit for Public Notice.
_____	Attachment F	Letter of confirmation for local match.
_____	Attachment G	Letter of confirmation for operating expenses.
_____	Attachment H	Nonprofit Corporation Number issued by the Missouri Secretary of State. (this goes on title page)
_____	Attachment I	Copy of Federal or State tax exempt letter.
_____	Attachment J	Insurance carrier, amounts of coverage and premium rate.
_____	Attachment K	Proof of audits for your three most recent fiscal years. <u>A FULL COPY OF YOUR LAST AUDIT IS REQUIRED FOR THIS YEAR.</u> <u>NO EXCEPTIONS</u>
_____	Attachment L	The following must be attached and signed by the President or Chairperson of the Board of Directors and attested by the Secretary of the Board. <ol style="list-style-type: none">1. Authorizing Resolution for Non-Profit Corporations2. Missouri Department of Transportation Standard Assurances3. Charter Bus4. School Bus5. Energy Conservation6. Clean Water7. Lobbying8. Federal Changes9. Clean Air10. No Government Obligation to Third Parties11. Program Fraud and False or Fraudulent Statements and Related Acts12. Termination13. Government-Wide Debarment Suspension14. Civil Rights15. Breaches and Dispute Resolution16. State and Local Law Disclaimer17. Incorporation of Federal Transit Administration (FTA) Terms
_____	Attachment M	Current certificate of good standing from the Secretary of States office. Obtained from the Corporate Division (573) 751-4153 or print a copy from the website: http://sosweb.sos.state.mo.us/businessentity by entering your Charter Number

ATTACHMENT A

2003

SECTION 5310 VEHICLE REQUEST FORM

A separate form must be completed for each vehicle requested

Organization: _____

REQUESTING: Replacement Vehicle** _____
Vehicle to expand existing service _____
Vehicle to start new service _____

If replacing an existing vehicle, please include the following information:

VIN _____ Year _____ Make _____

Current odometer reading _____ Vehicle condition Poor Fair Good

****If a vehicle has been replaced in a previous cycle, and you attempt to replace it again, your complete application will not be considered.**

INFORMATION FOR REQUESTED VEHICLE:

Type of vehicle requested:

Straight Van _____ Raised Roof(Modified) Van _____ Mini-van _____ Modified Mini-van _____

School Bus Type _____ Mini-bus _____ Other _____

List primary city and county to be served by this vehicle: _____ / _____
city county

Daily hours actual transportation services will be performed with this vehicle. (If you transport passengers from 7 - 9 am and then again from 3 - 5 pm, but your agency is in operation from 7 am to 5 pm your transportation hours are 4 daily.) _____

Estimate the number of one-way passenger trips to be provided and the unduplicated persons to be served. (If a person is taken to a nutrition site, later to a grocery store, and then home, 3 (one-way) trips have been provided, but only one unduplicated person). _____

<u>TRIPS PER MONTH</u>	<u>UNDUPLICATED PERSONS PER MONTH</u>	<u>TYPE OF TRIPS TO BE PROVIDED (% OF USE)</u>
Elderly _____	Elderly _____	Medical _____
Persons with Disabilities _____	Persons with Disabilities _____	Education _____
Other _____	Other _____	Nutrition _____
		Recreation _____
		Shopping _____
		Employment _____
		Other* _____
		*Describe _____

Type of Agency (Senate Bill 40, Workshop, Senior Center, Etc.)

Major Funding Sources

ATTACHMENT B

Brief Outline of Transportation Service Provided (Including days and hours of operation, and the type of clientele)

Service Area (cities and counties)

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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ATTACHMENT C

Number and Type of All Vehicles Operated by Agency (indicate which vehicles are ADA equipped and which are MoDOT funded)

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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ATTACHMENT F

This is to confirm that _____ will provide the necessary
(agency name)

20 % match when requested and that _____ will
(agency name)

provide the necessary and appropriate funding for continued operating expenses for this
Section 5310 vehicle.

authorizing signature

SECTION 5310

AUTHORIZING RESOLUTION FOR NONPROFIT CORPORATIONS

Whereas, the Missouri Department of Transportation is authorized to make grants for Elderly and/or Persons with Disabilities transportation projects; and,

WHEREAS, the contract for capital financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs; and,

WHEREAS, it is the goal of the applicant to provide the best transit project that can be provided with the funds available.

NOW THEREFORE, be it resolved by _____
(legal name of organization)
_____ as follows:

That the President or Chairperson is authorized to execute grant contract agreements with the Missouri Department of Transportation for aid in financing of a Section 5310 assistance project.

Adopted this _____ day of _____, 20_____.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

MISSOURI DEPARTMENT OF TRANSPORTATION
FTA 49 U.S.C. SECTION 5310
STANDARD ASSURANCES

Legal Name of Organization: _____

The applicant organization hereby agrees to the following Standard Assurances pursuant to the Section 5310 program:

1. It has legal authority to apply and receive a capital assistance grant.
2. It will comply with all applicable requirements of FTA Circular 1155.1, Equal Employment Opportunity Policy and Requirements for grant recipients.
3. It will comply with all requirements of Title VI, Civil Rights Act of 1964, with FTA Circular 1160.1, Interim Guidelines for Title VI - Information Specific to FTA Programs, and with 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
4. Its programs will be conducted or its facilities operated in compliance with all requirements imposed by or pursuant to 49 CFR Parts 27, 37 and 38, Transportation for Individuals with Disabilities: Final Rule.
5. It will comply with all applicable provisions with the Missouri Property Management Standards for Section 5310.
6. It will give FTA and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will operate and maintain any facility or equipment constructed or purchased as part of a Federal grant in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and Local agencies for the maintenance and operation of such facilities.
8. It recognizes FTA's and MoDOT's authority to conduct audits for the purpose of verifying compliance with the requirements and stipulations stated above.
9. Based on information submitted in the applicant organization's application, the service provided or offered to be provided by existing public or private transit operators are unavailable, insufficient or inappropriate to meet the special needs of elderly or disabled persons with the service area.
10. Private transit and paratransit operators have been offered a fair and timely opportunity to participate to the maximum extent feasible in the provisions of the proposed special transportation services for elderly and disabled.
11. Projects in urbanized areas are included in the Annual Element of the local Transportation Improvement Program.
12. The applicant organization possesses the necessary fiscal and managerial capabilities to implement and manage its proposed project.

13. The applicant organization has or will have the required non-federal cash match for the project or such match will be provided in whole or in part from other state, local or private sources.
14. The applicant organization is considered under state law as a private nonprofit organization or public entity and has the legal capacity to contract with the state to carry out the proposed project.
15. The applicant organization has or will have by the time of delivery sufficient funds to operate the vehicles and equipment to be purchased under this project.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

CHARTER BUS REQUIREMENTS
49 U.S.C. 5323(d) 49 CFR Part 604

Charter Service Operations - The Applicant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

SCHOOL BUS REQUIREMENTS
49 U.S.C. 5323(F) 49 CFR Part 605

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq. 49 CFR Part 18

Energy Conservation - The Applicant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

Clean Water - (1) The Applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Applicant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

LOBBYING
31 U.S.C. 135249 CFR Part 1949 CFR Part 20

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party Applicants are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that Applicants file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Applicants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Applicant] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Applicant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Applicant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Applicant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Applicant's failure to so comply shall constitute a material breach of this contract.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

CLEAN AIR
42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

Clean Air - (1) The Applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Applicant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Applicant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Applicant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Applicant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subApplicant who will be subject to its provisions.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Applicant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Applicant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Applicant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Applicant to the extent the Federal Government deems appropriate.

(2) The Applicant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Applicant, to the extent the Federal Government deems appropriate.

(3) The Applicant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subApplicant who will be subject to the provisions.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

TERMINATION
49 U.S.C. Part 18 FTA Circular 4220.1D

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Applicant when it is in the Government's best interest. The Applicant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Applicant shall promptly submit its termination claim to (Recipient) to be paid the Applicant. If the Applicant has any property in its possession belonging to the (Recipient), the Applicant will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Applicant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Applicant fails to perform in the manner called for in the contract, or if the Applicant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Applicant setting forth the manner in which the Applicant is in default. The Applicant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Applicant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Applicant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Applicant to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Applicant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Applicant fails to remedy to (Recipient)'s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Applicant or written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Applicant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Applicant and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Applicant of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Applicant fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Applicant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Applicant a Notice of Termination specifying the nature of the default. The Applicant will only be paid the contract price for supplies

delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Applicant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Applicant fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Applicant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Applicant a Notice of Termination specifying the nature of default. The Applicant will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Applicant has possession of Recipient goods, the Applicant shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Applicant and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Applicant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Applicant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Applicant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Applicant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Applicant and its sureties shall be liable for any damage to the Recipient resulting from the Applicant's refusal or failure to complete the work within specified time, whether or not the Applicant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Applicant's right to proceed shall not be terminated nor the Applicant charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Applicant. Examples of such causes include: acts of God, acts of the Recipient, acts of another Applicant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Applicant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Applicant's right to proceed, it is determined that the Applicant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Applicant to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Applicant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Applicant shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Applicant to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Applicant shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Applicant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Applicant. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Applicant. If the termination is for default, the notice shall state the manner in which the Applicant has failed to perform the requirements of the contract. The Applicant shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Applicant by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the Applicant in proportion to the value, if any, of work performed up to the time of termination. The Applicant shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Applicant.

If the termination is for the convenience of the (Recipient), the Applicant shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Applicant has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Applicant, the (Recipient), after setting up a new work schedule, may allow the Applicant to continue work, or treat the termination as a termination for convenience.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
49 CFR Part 29 Executive Order 12549

Instructions for Certification

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below .**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Lower Tier Covered Transaction"**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

220,BArial,0,0,0(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49
U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Applicant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Applicant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Applicant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Applicant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Applicant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Applicant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(3) The Applicant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18FTA Circular 4220.1D

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Applicant mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Applicant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Applicant and the Applicant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Applicant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Applicant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Applicant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

STATE AND LOCAL LAW DISCLAIMER

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS **FTA Circular 4220.1D**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Applicant shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Date _____

Signature _____
(president or chairperson)

Type Name _____

Title _____

Attest: _____
(secretary to board)

Typed Name _____